

IN THE UNITED STATES COURT FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

VELOCITY PRESS, INC., a Utah
corporation,

Plaintiff,

vs.

KEY BANK, N.A., Q.A.M., INC., a Virginia
corporation dba SANDEN USA, INC.;
Q.A.M., INTERNATIONAL, a Nevada
corporation; ROBERT PITEL, an individual;
DOUGLAS JUSTUS, an individual; DOE
DEFENDANTS I through X,

Defendants.

MEMORANDUM DECISION AND
ORDER DENYING WITHOUT
PREJUDICE DEFENDANT'S
MOTION IN LIMINE TO EXCLUDE
EVIDENCE OF ORAL PROMISES

Case No. 2:09-CV-520 TS

This matter is before the Court on Defendant KeyBank's Motion in Limine to Exclude Evidence of Oral Promises.¹ For the reasons set forth below, the Court will deny Defendant's Motion without prejudice.

¹Docket No. 118.

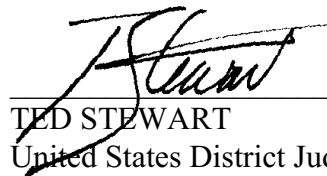
Defendant filed the present Motion on December 17, 2010, along with four other motions in limine. In this Motion, Defendant KeyBank requests that the Court preclude Plaintiff Velocity Press, Inc. from offering evidence about any alleged breach of contract that is not based solely on written agreements between the parties, as KeyBank alleges that this testimony would violate the parol evidence rule. As KeyBank fails to identify any specific statements or testimony that it wishes the Court to exclude, the Court will deny Defendant's Motion. Either party may object at trial if it feels that specific evidence violates the parol evidence rule and the Court will evaluate the evidence and apply the rule at that time.

It is therefore

ORDERED that Defendant's Motion in Limine to Exclude Evidence of Oral Promises (Docket No. 118) is DENIED WITHOUT PREJUDICE.

DATED September 26, 2011.

BY THE COURT:



TED STEWART
United States District Judge